

RESOLUTION NO. 2019-49

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING
PROFESSIONAL SERVICES AGREEMENTS WITH
COLLEEN CASTILLE, INC., AKERMAN LLP, AND
THORN RUN PARTNERS, LLC FOR LOCAL, STATE, AND
FEDERAL LOBBYING SERVICES FOR BEACH
NOURISHMENT; PROVIDING FOR AUTHORIZATION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne (“Village”) wishes to engage lobbyists to monitor legislative action and activities at the local, state, and federal levels and to represent and advance the Village’s goals, objectives, and interests with respect to beach nourishment before Miami-Dade County, the State of Florida, the United States Executive and Legislative Branches, and federal departments and agencies (the “Services”); and

WHEREAS, the Village wishes to continue its professional relationship with Colleen Castille, Inc., Akerman LLP, and Thorn Run Partners, LLC (collectively, the “Consultants”) to perform the Services; and

WHEREAS, pursuant to 2-87 of the Village Code of Ordinances, the Services to be provided by the Consultants are exempt from the Village’s competitive bidding procedures; and

WHEREAS, the Village Council desires to engage the Consultants to perform the Services and approve the Professional Services Agreements attached hereto as Exhibits “A,” “B,” and “C” (collectively, the “Agreements”); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council approves the Agreements in substantially the form attached hereto as Exhibits "A," "B," and "C."

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to execute the Agreements, in substantially the form attached hereto as Exhibits "A," "B," and "C," in an amount not to exceed budgeted funds, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 27th day of August, 2019.

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK




MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
COLLEEN M. CASTILLE, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2019 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **COLLEEN M. CASTILLE, INC.**, a Florida Corporation, whose address is 3209 Adwood Drive, Tallahassee, Florida 32312 (hereinafter, the "Consultant").

WHEREAS, the Village wishes to engage the Consultant to monitor legislative action and activities at the local, state, and federal levels and to represent and advance the Village's goals, objectives, and interests with respect to beach nourishment before local, state, and federal legislative and executive branches, departments, and agencies; and

WHEREAS, the Consultant is ready, willing and able to provide the Village with professional lobbying services in accordance with the terms provided herein, all as further set forth in the Scope of Services, attached hereto as Exhibit "A" (the "Services", as further defined herein); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon the Services and a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are true and correct and incorporated into the body of this Agreement by reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Consultant and the Village agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the attached Exhibit "A," which is incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for for up to two (2)

additional one (1) year terms on the same terms as set forth herein upon written notice to the Consultant.

- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Consultant shall be compensated a flat rate lump sum fee in the amount of \$2,500.00 per month. Except for lobbyist registration fees, as may be assessed by each governmental entity, the Consultant shall not be entitled to recover and shall not be reimbursed for any other costs and/or fees incurred during, and/or associated with, the rendition of the Services, which have not been approved in writing by the Village in advance.
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village

requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

7.2. The Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

7.3. The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop rendering Services unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format

within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- 9.2. Commercial General Liability** coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 9.3. Workers Compensation and Employer's Liability** insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.4. Business Automobile Liability** with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.5. Professional Liability Insurance** in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
- 9.6. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by

the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.7. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.8. Loss Payee. The Village is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

9.9. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.10. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including, but not limited to, the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Andrea Agha
 Village Manager
 Village of Key Biscayne
 88 West McIntyre Street
 Key Biscayne, FL 33149

With a copy to: Chad Friedman, Esq.
 Village Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 2525 Ponce de Leon Blvd., Suite 700
 Coral Gables, FL 33134

For the Consultant: Colleen M. Castille, Inc.
 Attn: Colleen M. Castille
 3209 Adwood Drive
 Tallahassee, Florida 32312

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this

Agreement shall be proper exclusively in Miami-Dade County, Florida or, if in Federal Court, the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3.** Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village,

within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jennifer Medina, CMC
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jmedina@keybiscayne.fl.gov

17. Nonassignability; Non-Exclusivity.

- 17.1. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Colleen M. Castille, who is designated by the Consultant as the primary point of contact and principle performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.
- 17.2. The Consultant hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services before the federal government. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation efforts by multiple lobbying professionals.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.**
- 19.1. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 19.2. The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

COLLEEN M. CASTILLE, INC., a Florida Corporation

By: Colleen M. Castille
Name: Colleen M. Castille
Title: President
Date Executed: 9-8-2019

FOR THE VILLAGE:

VILLAGE OF KEY BISCAYNE, a Florida Municipal Corporation

By: Andrea Agha
Andrea Agha, Village Manager
Date Executed: 9/20/19

Attest:

By: Jennifer Medina
Jennifer Medina, Village Clerk, CMC

Approved as to Form and Legal Sufficiency:



By: [Signature]
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney



Spencer Crowley

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

T: 305 982 5549
F: 305 374 5095

August 16, 2019

Village of Key Biscayne Village Council
88 West McIntyre Street
Key Biscayne, FL 33149

Re: Engagement Letter re Beach Nourishment Issues

Dear Sir or Madam:

Thank you for asking Akerman LLP to assist the Village of Key Biscayne, Florida regarding beach nourishment issues. Initially, our scope will consist of assisting with development of a long term federal, state and local strategy for obtaining financial assistance with, and regulatory approval of, beach nourishment activities. We will work closely with other consultants including Colleen Castille, Alcalde and Fay and Moffat and Nichols on this scope.

I will oversee most of the work and will serve as your primary contact at the Firm. Other attorneys and professionals may work on this matter from time to time, as necessary and in the most cost-efficient manner possible.

The Firm bills for our services on an hourly basis at established rates for each professional. My current hourly rate is \$555.00. For this initial scope of work, we estimate that our fees will not exceed \$5,000 monthly, and additional project specific estimates can be provided when elements of the plans are approved for implementation. This Agreement is for a term of 1 year, with two (2) additional 1-year renewals available upon agreement of both parties.

It is the Firm's policy to require a cost and fee retainer prior to the opening of a new file. Based on the anticipated fees and costs for this matter, the Firm would typically require a retainer in the amount of \$5,000. However, in this case, the Firm has agreed to waive the retainer as a courtesy. The Firm's standard billing policies are attached to this letter.

I would greatly appreciate if you would acknowledge the terms of our engagement by executing and returning a copy of this letter to me, at your earliest convenience. We very much look forward to working with you on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Spencer Crowley", written over the word "Sincerely,".

T. Spencer Crowley

August 16, 2019

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Agreed and consented to as set forth above:

VILLAGE OF KEY BISCAYNE, FLORIDA

By: _____

UAWA

Name: _____

Andrea Agha, Village Manager

Date: _____

8/28/19

Policy Statement on Billing Practices

1. **General Overview.** This policy statement is issued in order to inform our clients of the billing practices of Akerman LLP (the "Firm"). Its purpose is to inform our clients of matters which commonly arise in the context of the business relationship between the Firm and its clients. Inevitably, situations arise which are unanticipated. In such event, a solution shall be found utilizing the principles set forth herein. If the terms of this Policy Statement differ from the engagement letter, then the terms of the engagement letter shall supersede any inconsistent terms herein.

2. **Retainer Agreement and Fee.** Representation is generally undertaken by virtue of a written engagement letter executed by and between the Firm and the client. In the case of corporate clients, the general practice of the Firm is to require the signature of a responsible individual on the engagement letter. The engagement letter governs the fees to be charged by the Firm and the duties to be performed. The engagement letter incorporates this policy statement by reference.

3. **Firm Billing Practices.**

a. **Progress Billing.** Fees are generally calculated on an hourly rate basis. Paralegal services are also charged at an hourly rate, although lower than the attorney rate. These rates may be adjusted periodically as a function of the overall pricing policies of the Firm. Unless a matter is to be billed on a different basis, the fee portion of a bill will be calculated by multiplying the hourly rate then in effect for each attorney or paralegal times the number of hours (or portion thereof) worked by each attorney or paralegal. Statements are transmitted to clients not less often than monthly and payment is expected upon receipt. Charges outstanding over 30 days accrue interest at the rate of 10 percent per annum. All fees and expenses are payable in U.S. currency or drafts or checks payable in U.S. currency.

b. **Expenses.** All clients are responsible for expenses incurred by the Firm in connection with the client's business. These out-of-pocket expenses include, but are not limited to, administrative fees for extraordinary accounting services, extraordinary secretarial or word processing time, long distance telephone calls, cellular phone charges, copy expenses, parking costs, express mail charges, facsimile charges, associated counsel and expert fees, court reporter charges, witness fees, deposition transcripts, suit filing fees, process server fees, travel expenses including but not limited to mileage, food and lodging and all expenses.

c. **Fee Policy.** Attorneys' hourly time rates are based upon all factors which the Firm considers in the operation of its business. All attorney time in connection with a matter, including attorney administrative time on behalf of a matter, is billed. Except for overtime, the Firm does not charge on an hourly basis for the services of its secretarial staff or its administrative staff.

d. **Security for Fees and Expenses.** Intentionally deleted.

4. **Employment of Additional Professionals.** If the Firm deems it necessary to employ additional professionals with specialized skills and, after consultation with the client, the client deems it appropriate to do so, additional professionals may be employed by the Firm. In such event, where appropriate, the Firm will employ such professionals in the name of the client. Notwithstanding the form of employment of the professional, however, the client is obligated to pay the fees of the professional in full, upon the rendering of a statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and expenses of additional professionals employed in connection with a client

matter. All fees and expenses of additional professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this Policy Statement on Billing Practices.

5. Withdrawal From Representation. The client must fully cooperate with the Firm in a number of respects, which includes timely payment of progress billings. If we do not receive the full cooperation of the client or progress billings are not paid on a timely basis, we reserve the right to withdraw from representing the client.

6. Full Disclosure. We encourage our clients to read and reread this Policy Statement from time to time, and to have a full and complete understanding of it prior to executing our engagement letter. The members of the Firm are available to answer any questions concerning it. It is our goal to serve our clients and avoid misunderstandings of any kind.

7. Disposition of Files/Copies/Lien for Amounts Due. With respect to the files involving any Client matter, the Firm will furnish copies of documents to Client as the matter progresses. If, at a later date, Client desires additional copies of said documents, the Firm may furnish those copies at a reasonable charge, to the extent the Firm has those copies and provided that the Client has paid in full all statements rendered. The Firm reserves the right at any time to dispose of its files after providing 30 days written notice to Client.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
THORN RUN PARTNERS, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the 17th day of September, 2019 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **THORN RUN PARTNERS, LLC**, a Florida Foreign Limited Liability Company, whose address is 100 M Street SE, Washington, D.C. 20003 (hereinafter, the "Consultant").

WHEREAS, the Village wishes to engage the Consultant to monitor legislative action and activities at the federal level and to represent and advance the Village's goals, objectives, and interests before the United States Executive and Legislative Branches and federal departments and agencies; and

WHEREAS, the Consultant is ready, willing and able to provide the Village with professional lobbying services in accordance with the terms provided herein, all as further set forth in the Scope of Services, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon the Services and a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are true and correct and incorporated into the body of this Agreement by reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Consultant and the Village agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the attached Exhibit "A" which is incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. This Agreement shall remain in effect from the Effective Date through twelve (12) months thereafter, unless earlier terminated in accordance with Paragraph 8. This Agreement may be renewed by the Village Manager for up to two (2) additional one (1) year terms on the anniversary date of this Agreement.

- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

- 3.1. Consultant shall be compensated a flat rate lump sum fee in the amount of \$6,000.00 per month. Except for lobbyist registration fees, as may be assessed by each governmental entity, the Consultant shall not be entitled to recover and shall not be reimbursed for any other costs and/or fees incurred during, and/or associated with, the rendition of the Services, which have not been approved in writing by the Village in advance.
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. **Village's Responsibilities.**

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities; Representations and Warranties.**

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

7.2. The Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

7.3. The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop rendering Services unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- 9.2. **Commercial General Liability** coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 9.3. **Workers Compensation and Employer's Liability** insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.4. **Business Automobile Liability** with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.5. **Professional Liability Insurance** in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
- 9.6. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and

return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.7. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.8. **Loss Payee.** The Village is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.
- 9.9. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.10. The provisions of this section shall survive termination of this Agreement.
10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.
11. **Attorneys Fees and Waiver of Jury Trial.**
- 11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including, but not limited to, the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

- 12.1.** Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.
- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.
- 13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Andrea Agha
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Chad Friedman, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Consultant: Thorn Run Partners, LLC
Attn: Jim Davenport
100 M Street SE
Washington, DC 20003

With a copy to: John W. Smith
301 S. Boronough Street, Suite 500
Tallahassee, FL 32301

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida or, if in Federal Court, the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jennifer Medina, CMC

Mailing address: 88 West McIntyre Street

Key Biscayne, FL 33149

Telephone number: 305-365-5506

Email: jmedina@keybiscayne.fl.gov

17. **Nonassignability; Non-Exclusivity.**

17.1. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Jim Davenport, who is designated by the Consultant as the primary point of contact and principle performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.

17.2. The Consultant hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services before

the federal government. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation efforts by multiple lobbying professionals.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.**
- 19.1. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 19.2. The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.


FOR THE CONSULTANT:

THORN RUN PARTNERS, LLC, a Florida Foreign Limited Liability Company

By: 
Name: **Jim Davenport**
Title: PARTNER
Date Executed: 9/5/18

FOR THE VILLAGE:

VILLAGE OF KEY BISCAYNE, a Florida Municipal Corporation

By: 
Andrea Agha, Village Manager
Date Executed: 9/20/19

Attest:

By: 
Jennifer Medina, Village Clerk, CMC

Approved as to Form and Legal Sufficiency:




By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

1. The Consultant agrees to monitor and report on federal legislation, activities, policies and/or programs of interest to the Village, including those related to the Village and/or which may impact the Village.
2. Consultant will advise and provide government relations and public affairs related services to the Village on issues affecting the Village, and work with appropriate policy makers in the United States Executive and Legislative Branches to facilitate the Village's agenda. In this role, Consultant shall also assist the Village in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
3. The Consultant agrees to provide consulting and representative services for the Village on specific matters before the United States Executive and Legislative Branches and federal departments and agencies, as specified herein, and as may be requested or directed and authorized by the Village Manager, from time to time. The Consultant shall duly register before each governmental entity as applicable before engaging in any lobbying activities. The Village shall complete any forms and all forms necessary to comply with applicable lobbyist registration requirements.
4. Consult and advise, as requested, on Federal budget processes, grant programs, regulatory programs and legislation, including, but not limited to:
 - 4.1. Developing strategies to obtain and maximize funding for all Federal programs important to the Village;
 - 4.2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies and departments;
 - 4.3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies and departments to implement the Village's projects;
 - 4.4. Maintaining direct and frequent contact with key United States Senators, Representatives and Federal agencies and departments;
 - 4.5. Advocating Village interests during the United States legislative and regulatory process; and
 - 4.6. Providing the Village with a written report of activities.
5. Assist the Village in identifying, developing and securing funding for projects, including transportation, wastewater, water, capital improvements and infrastructure projects within the Village, and agricultural runoff issues.
6. Report to the Village Manager and Village Council during budget sessions and other periods during which specific appropriations and/or policy legislation relevant to the Village are being considered and addressed by the United States Executive and Legislative Branches and/or Federal agencies and departments.
7. Arrange, facilitate and host all necessary and appropriate meetings by Village officials with the members and representatives of Congress and representatives of Federal agencies and departments.
8. Attend staff meetings, workshops or Village Council meetings at the Village Manager's and/or Village Council's request.
9. Provide ancillary services such as relaying news articles, legislative analyses and important governmental announcements relevant to the Village's goals, objectives, and interests.